

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 21, 2006

Division: Engineering

Bulk Item: Yes X No     

Department: Engineering

Staff Contact Person: David Koppel

---

**AGENDA ITEM WORDING:** Approval to award bid and enter into contract with Atlantic Civil, Inc. for construction of the Duck Key Recreational Pathway for the amount of \$720,146.79, and to waive any bid irregularities.

---

**ITEM BACKGROUND:** On May 31, 2006, two bids were received for construction of the Duck Key Recreational Pathway. The bid, (including the bid alternative) from Atlantic Civil, Inc. was the lower of two bids received. (see attached summary). We need to waive bid irregularities because the low bidder wrote the total amount for bid alternative 5A in the column that requested the unit cost. The other bidder also made a minor error in that he did not include the bid amount on the proposal form, and the unit prices do not exactly extend correctly to the totals.

---

**PREVIOUS RELEVANT BOCC ACTION:** The project was approved as part of the County's Seven Year Road Plan.

---

**CONTRACT/AGREEMENT CHANGES:** none

---

**STAFF RECOMMENDATIONS:** Approval as stated above.


---

**TOTAL COST:** \$720,146.79 **BUDGETED:** Yes X No       
**COST TO COUNTY:** \$720,146.79 **SOURCE OF FUNDS:**

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

  
David S. Koppel, PE, County Engineer

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with:	<u>Atlantic Civil, Inc.</u>	Contract #	<u>          </u>
		Effective Date:	<u>Upon Execution</u>
		Expiration Date:	<u>120 days after notice of Commencement</u>

Contract Purpose/Description:

Approval to award bid and enter into a contract with Atlantic Civil, Inc. for sum of \$720,146.79 for construction of Duck Key Recreational Path

Contract Manager:	<u>David Koppel</u>	<u>4427</u>	<u>Engineering/#1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on June 21, 2006      Agenda Deadline: June 6, 2006

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 720,146.79 Current Year Portion: \$ 720,146.79

Budgeted? Yes ☒ No ☐ Account Codes: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Grant: \$ \_\_\_\_\_

County Match: \$ \_\_\_\_\_

Figure 1. Schematic representation of the experimental design. The figure is divided into two main sections: 'Pre-Test' and 'Main Experiment'. The 'Pre-Test' section includes 'Pre-Test 1' and 'Pre-Test 2'. The 'Main Experiment' section includes 'Main Experiment 1' and 'Main Experiment 2'. The 'Pre-Test' section is further divided into 'Pre-Test 1' and 'Pre-Test 2'. The 'Main Experiment' section is further divided into 'Main Experiment 1' and 'Main Experiment 2'. The 'Pre-Test' section is further divided into 'Pre-Test 1' and 'Pre-Test 2'. The 'Main Experiment' section is further divided into 'Main Experiment 1' and 'Main Experiment 2'.

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$\_\_\_\_\_/yr For: \_\_\_\_\_  
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

Division Director 6-7-06      Changes Needed      Yes ☐ No ☒      Reviewer [Signature]      Date Out 6-7-06

Risk Management \_\_\_\_\_ Yes ☐ No ☐

O.M.B./Purchasing \_\_\_\_\_ Yes ☐ No ☐

County Attorney \_\_\_\_\_ Yes ☐ No ☐

Comments: \_\_\_\_\_

**Duck Key Recreational Pathway  
Bid Analysis**

	<b>Atlantic Civil</b>	<b>Douglas Higgins</b>
Base Bid Amount	\$695,978.03	\$623,000.00
Alt. 5a (Concrete)	\$110,602.80	\$204,820.00
Item 4 (base) - to be deleted	\$45,850.42	\$20,000.00
Item 5 (asphalt) - to be deleted	\$40,583.62	\$80,000.00
Base Bid Amount - less items 4 & 5 plus Alternative 5a	<b>\$720,146.79</b>	<b>\$727,820.00</b>



9350 South Dixie Highway ■ Suite 1250 ■ Miami, FL 33156 ■ 305-670-9610 ■ Fax: 305-670-6787

*June 7, 2006*

*Via fax / mail*

*County of Monroe  
Judy Steele, P.E.  
Engineering Division  
1100 Simonton St., #2-215  
Key West, FL 33040*

*Re: Duck Key Recreational Pathway  
ACI Project No. 06048  
Bid Clarification*

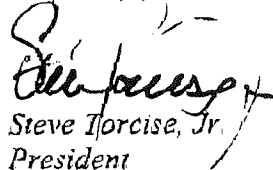
*Dear Ms. Steele:*

*As requested in your fax dated June 6, 2006, Atlantic Civil offers the following clarification to our bid for the above referenced project.*

*Items 4 & 5 of the base bid, optional base course (asphalt or limerock) and Asphaltic surface course, shall be deleted from the project, and alternate Item 5a will be included. The unit price of Item 5A is \$37.80 per SY, with a quantity of 2,926 SY, for a total amount of \$110,602.80.*

*If further information is required, please contact me.*

*Very truly yours,*

  
*Steve Torcise, Jr.  
President*

*STJ/vjp*

---

# Standard Form of Agreement Between Owner and Contractor

*Where the basis of payment is a STIPULATED SUM*

---

## AGREEMENT

Made as of the 21st day of June in the year of TWO THOUSAND AND SIX  
(In Words, indicate day, month and year.)

**BETWEEN** the Owner: Monroe County Board of County Commissioners  
1100 Simonton Street  
Key West, Florida 33040

And the Contractor: Atlantic Civil, Inc.  
(Name and address) 9350 S. Dixie Highway, #1250  
Miami, FL 33156

For the following Project: Duck Key Recreational Pathway  
Duck Key, Monroe County, Florida

The Construction Manager is: Monroe County Engineering Division  
1100 Simonton Street  
Second Floor-Room 2-216  
Key West, Florida 33040

The Engineer is: David S. Koppel, P.E.  
Monroe County Engineering Division  
1100 Simonton Street  
Key West, Florida 33040

Drawings were provided by: The Weiler Engineering Corporation  
20020 Veterans Boulevard, Suite 7  
Port Charlotte, Florida 33954

There is no "Construction Manager" or Architect". Any reference to these terms in this document or in any document pertinent to this project means "Owner". Contractor shall be dealing directly with Owner through its County Engineer and Engineering Division.

The Owner and Contractor agree as set forth below.

## **ARTICLE 1**

### **The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Insurance Requirements and Documents, Bid documents and Contractor's Bid, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement: these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## **ARTICLE 2**

### **The Work of this Contract**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Scope of Work as specified in the Project Manual for this project, Section 00300.

## **ARTICLE 3**

### **Date of Commencement and Substantial Completion**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

One Hundred Twenty (120) calendar days from date of Commencement

subject to adjustments of the Contract Time as provided by the Contract Document.

*(Insert provisions if any for liquidated damages relating to failure to complete on time)*

## **ARTICLE 4**

### **Contract Sum**

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **seven hundred twenty thousand one hundred forty-six and 79/100 Dollars (\$ 720,146.79)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Substitute item 5a., 4" concrete pathway for items nos. 4 and 5, Optional Base Course and Asphaltic Surface Course.

4.3 Unit prices, if any, are as follows:

As stated in Bid Proposal, attached.

## **ARTICLE 5**

### **Progress Payments**

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one calendar month ending on the last day of the month, or as follows:

Thirty days (30) after commencement of the work and every thirty days thereafter until completion of the project.

5.3 County shall pay pursuant to the Florida Prompt payment Act.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%):

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitations)*

## **ARTICLE 6**

### **Final Payment**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect: such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment, or as follows:

## **ARTICLE 7**

### **Miscellaneous Provisions**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest pursuant to Florida Prompt Payment Act.

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

7.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Duck Key Recreational Pathway

Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 7.6 The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractor(s) in any tier, their employees, or agents.

In the event the completion of the project (including the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

- 7.7 Other Provisions:

**7.7.1 Independent Contractor**

At all times and for all purposes under this agreement the Vendor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the Vendor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

**7.7.2 Assurance Against Discrimination**

The Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

**7.7.3 Assignment/Subcontract**

The Vendor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Vendor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the Vendor and compensation to County.

**7.7.4 Compliance With Law**

In providing all services/goods pursuant to this agreement, the Vendor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Vendor. The Vendor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

**7.7.5 Insurance**

Prior to execution of this agreement, and maintained throughout the life of the contract, the Vendor shall furnish to the County Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per person; \$300,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 48 months following the termination or expiration of the contract.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$1,000,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$500,000 per Person; \$1,000,000 per Occurrence; and \$100,000 Property Damage.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Vendor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Vendor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Vendor's status. The Vendor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Vendor's Excess Insurance Program.

If the Vendor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Vendor may be required to submit updated financial statements from the fund upon request from the County.

**7.7.6 Vendor's Responsibility**

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed herein, subject to the terms and conditions set forth in these contract documents. Vendor shall at all times exercise independent judgment and shall assume responsibility for the services to be provided.

**7.7.7 Notice Requirement**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY  
David S. Koppel, P.E.  
County Engineer  
1100 Simonton Street, Rm. 2-216  
Key West, FL 33040

AND

Monroe County Administrator  
1100 Simonton Street  
Key West, FL 33040

FOR VENDOR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7.7.8 Governing Laws, Venue, Interpretation, Costs, Fees**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Vendor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

The County and Vendor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**7.7.9 Recordkeeping**

Vendor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Vendor or not paid to County pursuant to this Agreement were spent for purposes not authorized by this Agreement or wrongfully retained by Vendor, the Vendor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were to have been paid.

**7.7.10 Severability**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall

#### Duck Key Recreational Pathway

be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Vendor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### **7.7.11 Attorney's Fees and Costs**

The County and Vendor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

#### **7.7.12 Binding Effect**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Vendor and their respective legal representatives, successors, and assigns.

#### **7.7.12 Authority**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate or individual action, as required by law.

#### **7.7.13 Adjudication of Disputes or Disagreements**

County and Vendor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This provision does not negate or waive the provisions of Article 14 of the General Conditions concerning cancellation.

#### **7.7.14 Cooperation**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Vendor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Vendor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

#### **7.7.15 Nondiscrimination**

County and Vendor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Vendor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to

Duck Key Recreational Pathway

confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**7.7.16 Covenant of No Interest**

County and Vendor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**7.7.17 Code of Ethics**

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**7.7.18 No Solicitation/Payment**

The County and Vendor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Vendor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**7.7.19 Public Access**

The County and Vendor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Vendor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Vendor.

**7.7.20 Non-waiver of Immunity**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Vendor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**7.7.21 Privileges and Immunities**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

**7.7.22 Legal Obligations and Responsibilities**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**7.7.23 Non-Reliance by Non-Parties**

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Vendor agree that neither the County nor the Vendor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**7.7.24 No Personal Liability**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**7.7.25 Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

**7.7.26 Section Headings**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**7.7.27 Contingency Statement**

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

**ARTICLE 8**

**Termination or Suspension**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9**

**Enumeration of Contract Documents**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

Duck Key Recreational Pathway

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 200 , and are as listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.5 The Drawings are dated on each individual drawing and are listed on the Drawing's Cover Sheet.

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7 Other documents, if any, forming part of the contract Documents are as follows:**

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid. Instructions to Bidders, sample forms and the Contractor's bid are not part of the contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*  
*See article 1*

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, and three to the County Engineer for use in the administration of the Contract.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date \_\_\_\_\_

(SEAL)

Attest:

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

~ ~  
**END OF SECTION 00500**

ADMINISTRATIVE SERVICES DEPARTMENT

**PURCHASING OFFICE**

**TABULATION SHEET**

OPEN DATE: AT 3:00 PM, May 31, 2006

TITLE: DUCK KEY RECREATIONAL PATHWAY

RESPONDENT	BID BOND	TOTAL PRICE
ATLANTIC CIVIL, INC.	5%	Total Base Bid \$ 695-978.03 Add Alternate 1 \$ 110,602.80
DOUGLAS N. HIGGINS, INC.	5%	Total Base Bid \$ 623,000.00 Add Alternate 1 \$ 204,820.00

Bid Committee Present: Carlos Victores - Purchasing Office  
Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - Purchasing Supervisor

SECTION 00110

PROPOSAL FORM

BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
C/o PURCHASING DEPARTMENT  
1100 Simonton Street, Room 1-213  
KEY WEST, FLORIDA 33040

BID FROM: Atlantic Civil, Inc.  
9350 So. Dixie Hwy., #1250  
Miami, FL 33156

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

Duck Key Recreational Pathway  
Duck Key  
Monroe County, Florida

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he understands the conditions under which the Work is to be performed. The successful bidder shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

Six Hundred Ninety Five Thousand Nine Hundred Seventy Eight & 03/100 dollars.  
(Total Base Bid - words)

ADD Alternate #1 - One Hundred Twenty Five Thousand Two & 80/100 dollars.

I acknowledge receipt of Addenda No. (s) 1, 2. I have included pages 1 through 9

of the Bid Proposal which entails the Proposal Form ☒, the Non-Collusion Affidavit ☒, the Lobbying and Conflict of Interest Clause ☒, the Drug-Free Workplace Form ☒, the Bid Bond ☒, the Bidder's Insurance Statement ☒. Also include a copy of valid licenses ☒.

Duck Key Recreational Pathway

(The above is intended as a courtesy review checklist of the required bid items. However, it does not imply that these are the only items needed. There may be additional requirements not listed here that are listed in other sections of the Project Manual. It is the Contactors responsibility to provide all required bid items

Mailing Address: Atlantic Civil, Inc.  
9350 South Dixie Hwy., Suite 1250  
Miami, FL 33156

Phone Number: 305-670-9610

Date: 5-31-06 Signed: \_\_\_\_\_

Steve Torcise, Jr.  
(Name)

President  
(Title)

Witness:

(Seal)   
Rick Torcise, Secretary

Project:

Location:

Contractor:

Date:

# Duck Key Recreational Pathway

Duck Key, Monroe County, Florida

ATLANTIC CIVIL, INC.

MAY 31, 2006

Item No.	Qty.	Unit	Description	Written Unit Price	Unit Price	Total price
1.	1	LS	General Provisions	SEVENTY FIVE THOUSAND AND SEVEN HUNDRED FIFTY TWO DOLLARS	75,152.59	75,152.59
2.	1	LS	Maintenance of Traffic	THIRTY FOUR THOUSAND THREE HUNDRED SEVENTY TWO DOLLARS	34,322.55	34,322.55
3.	1	LS	Sitework	SIXTY ONE THOUSAND SEVEN HUNDRED SEVENTY FOUR DOLLARS AND FIFTY FIVE CENTS	61,741.68	61,741.68
4.	2926	SY	Optional Base Course (Asphalt or Limerock)	FIFTEEN DOLLARS SIXTY SEVEN CENTS	15.67	45,850.42
5.	2926	SY	Asphaltic Surface Course (1" compacted minimum)	THIRTEEN DOLLARS EIGHTY SEVEN CENTS	13.87	40,583.62
6.	1	LS	Tree Relocation and Sod ( Zoysiagrasses )	TWO HUNDRED SEVEN THOUSAND TWO HUNDRED SEVENTY DOLLARS AND FIVE CENTS	27,270.26	27,270.26
7.	3600	LF	Turbidity Control- (Silt Fence)	FOUR DOLLARS EIGHT CENTS	4.08	14,688.00
8.	1	LS	Electrical System	SEVENTY SEVEN THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND FIVE CENTS	77,157.98	77,157.98
9.	31	EA	Light Poles	THIRTY SIX HUNDRED FIFTY SIX CENTS	31.50	113,158.06
Total (Items 1-9)						695,978.85

5a	2926	SY	Alternate Bid 4" Concrete Pathway	SIX HUNDRED TEN THOUSAND FIVE HUNDRED TWO DOLLARS AND EIGHTY CENTS	10,602.80
----	------	----	-----------------------------------	--	-----------

**Bidder's Insurance Statement**

The Insurance requirements are set forth in Section 00900 of the project manual as follows:

<u>Insurance Requirement</u>			<u>Statutory Limits</u>
Worker's Compensation	WC1	___	\$100,000/\$500,000/\$100,000
General Liability	GL1	___	\$100,000 per Person; \$300,000 per Occurrence; \$50,000 Property Damage or \$300,000 Combined Single Limit
Vehicle Liability	VL3	___	\$500,000 per Person; \$1,000,000 per Occurrence; \$100,000 Property
Damage or			\$1,000,000 Combined Single Limit
Employers' Liability	WC2	___	\$500,000 per Person; \$500,000 per Occurrence; \$500,000 Property
Underground, Explosion And Collapse (XCU)	GLXCU	___	Required Endorsement.

All endorsements are required to have the same limits as the basic policy.

All insurers shall have an A.M. Best rating of VI or better and shall be licensed to do business in the state of Florida.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/08/05

## PRODUCER

Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive  
Suite 1100  
Miami FL 33131

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY A Transportation Insurance Co.

COMPANY B Continental Casualty Company

COMPANY C

COMPANY D

PHONE (866) 283-7124

FAX - (866) 430-1035

## INSURED

Atlantic Civil, Inc.  
9350 S. Dixie Highway #1250  
Miami FL 331560000 USA

## COVERAGES

SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	GL1094268924	10/20/05	10/20/06	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY			PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$500,000
					MED EXP (Any one person) \$10,000
B	AUTOMOBILE LIABILITY	BUA1094268938	10/20/05	10/20/06	COMBINED SINGLE LIMIT \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BUSINESS AUTO LIABILITY			BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT
					AGGREGATE
	EXCESS LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC247839365	10/20/05	10/20/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	FLORIDA WORKERS COMP			EL EACH ACCIDENT \$1,000,000
					EL DISEASE-POLICY LIMIT \$1,000,000
					EL DISEASE-EA EMPLOYEE \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Holder Identification Certificate No: 570015570022

SECTION 00110

NON-COLLUSION AFFIDAVIT

I, Steve Torcise, Jr. of the city of Miami  
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am President

Of the firm of Atlantic Civil, Inc.

The bidder making the Proposal for the project described in the notice for calling for bids for:

Duck Key Recreational Pathway

And that I executed the said proposal with full authority to do so;

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder)

(Date)

5-31-06

STATE OF: Florida

COUNTY OF: Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Steve Torcise, Jr.  
(name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this 31  
day of May, 20 06.

Vickie J. Pennell  
NOTARY PUBLIC

My commission expires:



**Vickie J. Pennell**  
Commission # DD442899  
Expires August 13, 2009  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

SECTION 00110

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

ATLANTIC CIVIL, INC.

(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature)

Date:

5-31-06

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me on 5-31-06 (date) by

Steve Torcise, Jr. (Name of affiant). He/She is personally known to me or has produced

Personally Known As identification. (Type of identification)



Vickie J. Pennell  
Commission # DD442899  
Expires August 13, 2009  
Bonded Troy Fair - Insurance, Inc. 800-385-7019

Vickie J. Pennell  
NOTARY PUBLIC

My commission expires:

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

ATLANTIC CIVIL, INC.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidders Signature

MAY 31, 2006  
Date

~~~~~  
**END OF SECTION 00110**





9350 South Dixie Highway ■ Suite 1250 ■ Miami, FL 33156 ■ 305-670-9610 ■ Fax: 305-670-6787

May 31, 2006

Duck Key Recreational Pathway

List of Proposed Subcontractors

| <u>Subcontractor</u>                                                        | <u>Scope of Work</u> |
|-----------------------------------------------------------------------------|----------------------|
| Community Asphalt Corp.                                                     | Asphalt Work         |
| Wire Nuts Electric of South Fla. or<br>Carey & Knuth Electrical Contractors | Electrical Items     |
| Family Tree Landscaping                                                     | Landscape Items      |

AC#1550396

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L04081802567

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 08/18/2004 | 040162050    | CGC060373   |

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489, FS.

Expiration date: AUG 31, 2006

RECEIVED

AUG 30 2004

ATLANTICOWLING, INC.

TORCISE, STEFANO JOSEPH JR  
ATLANTIC CIVIL INC  
15900 SW 408 STREET  
FLORIDA CITY FL 33034

JEB BUSH  
GOVERNOR

DIANE CARR  
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 2138496

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L05081801457

| DATE | BATCH NUMBER | LICENSE NBR |
|------|--------------|-------------|
|------|--------------|-------------|

|            |           |           |
|------------|-----------|-----------|
| 08/18/2005 | 050149439 | RU0058519 |
|------------|-----------|-----------|

The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR  
Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2007

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

TORCISE, STEVE

ATLANTIC CIVIL INC

9350 SOUTH DIXIE HIGHWAY STE#1250  
FL 33156  
MIAMI

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

SIMONE MARSTILLER  
SECRETARY

# BOARD OF DIRECTORS DISCLOSURE FORM

Bidder/Proposer: Atlantic Civil, Inc.  
(Legal name, corporation, partnership, firm)

[illegible]

UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS AND SHAREHOLDERS  
OF  
FLORIDA ROCK AND SAND COMPANY, INC.

FILED  
99 OCT 25 PM 3:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, being all of the Shareholders and all of the Directors of FLORIDA ROCK AND SAND COMPANY, INC., a Florida corporation (the "Corporation"), do hereby agree that, upon execution of this consent, the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Shareholders and Directors of the Corporation, duly called and held for the purpose of acting upon proposals to adopt such resolutions. The undersigned do hereby waive all formal requirements, including the necessity of holding a formal meeting, and any requirement that notice of such meeting be given. The following resolutions are hereby adopted:

RESOLVED, that Article I of the Articles of Incorporation of the Corporation be deleted and replaced by new Article I, as follows:

"ARTICLE I

The name of the Corporation shall be: "ATLANTIC CIVIL, INC."

FURTHER RESOLVED, that the President of the Corporation be and hereby is authorized and directed, for and on behalf of the Corporation, to execute and deliver any and all documents and instruments, and take any and all other actions necessary or desirable to effectuate the intent and purpose of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned, constituting all of the Shareholders and all of the members of the Board of Directors of the Corporation, have executed this unanimous written consent on this 15 day of October, 1999.

SHAREHOLDERS:

Steve Torcise, Sr. Chairman

Steve Torcise, Jr. President

Rick Torcise Vice President  
Secretary/Treasurer

Estate of Sam Torcise

By: Adell Torcise  
Adell Torcise Director

DIRECTORS:

Steve Torcise, Sr.

Steve Torcise, Jr.

Rick Torcise

Adell Torcise



9350 South Dixie Highway ■ Suite 1250 ■ Miami, FL 33156 ■ 305-670-9610 ■ Fax: 305-670-6787

*May 31, 2006*

*Duck Key Recreational Pathway*

*Due Date: May 31, 2006*

*Atlantic Civil offers the following answers regarding claims and suits in response to Instructions to Bidders, Article V Bidding Procedure, page 00100-4, Item 5.1, E 5, e:*

- i) Yes - see attached page*
- ii) Yes - see attached page*
- iii) Yes - see attached page*
- iv) No*
- v) No*



9350 South Dixie Highway, #1250, Miami, FL 33156 n 305-670-9610 n Fax: 305-670-6787

*May 2006*

*Sept. 2000      Atlantic Civil, Inc. v. Miami Beach Redevelopment Agency  
Case No. 01-23635 CA 09 - 11<sup>th</sup> Judicial Circuit*

*Atlantic Civil is seeking additional compensation for defective plans and improper contract administration. The City of Miami Beach claims that Atlantic Civil did not complete the project within the specified contract time.*



9350 South Dixie Highway, #1250, Miami, FL 33156 v 305-670-9610 v Fax: 305-670-6787

**Bank Reference:** Wachovia Bank, NA  
200 South Biscayne Blvd.  
Miami, FL. 33131  
Ms. Kimberly Smith  
305-789-4737

**Business References:** Anzac Contractors, Inc.  
Steve McNamara  
7475 S.W. 50 Terrace  
Miami, FL. 33155  
305-669-1986

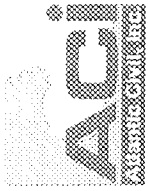
Blanchard Machinery  
Buck Walker  
17110 So. Dixie Highway  
Miami, FL. 33157  
305-232-2255

Cemex  
Chris Idsardi  
P. O. Box 3004  
Florida City, FL. 33034  
305-247-3011

**Trade References:** City of Florida City  
Mr. William Kiriloff  
404 West Palm Drive  
Florida City, FL. 33034  
305-242-8178

Village of Islamorada  
Ms. Zully Williams  
P.O. Box 568  
Islamorada, FL. 33036  
305-664-2345

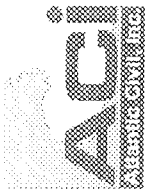
Miami-Dade Water & Sewer Dept.  
Ms. Alma Santiago  
4200 Salzedo Street  
Coral Gables, FL. 33146  
305-669-7753



## Atlantic Civil, Inc.

### Contracts / Subcontracts Completed Within the Last Five Years

| Contract Amt. | Yr. Cmpl | ACI No. | Project                                               | Area   | Contact Name          | Phone No.    | Owner's Name                    |
|---------------|----------|---------|-------------------------------------------------------|--------|-----------------------|--------------|---------------------------------|
| \$2,769,000   | 2001     | 7007    | FDOT #97870-3313, Tamiami Toll Plaza                  | Dade   | E. I. Espino, P.E.    | 305-670-7585 | Condotte America, Inc.          |
| \$74,372      | 2001     | 00022   | Chamber Centre Site Work, Homestead                   | Dade   | Steve Torcise, Sr.    |              | Steve Torcise, Sr.              |
| \$1,282,636   | 2001     | 00075   | Founders Park - Ph. I, Islamorada                     | Monroe | Mike Tavano           | 305-664-2345 | Village of Islamorada           |
| \$865,632     | 2001     | 00086   | Sludge Line Installation, Contract W-812              | Dade   | Steve Levy            | 305-552-8146 | Miami-Dade Water & Sewer Dept.  |
| \$239,561     | 2002     | 01018   | Jordan Commons Development - Site Work                | Dade   | Sara Moak             | 305-670-2224 | Habitat for Humanity            |
| \$419,803     | 2002     | 00088   | #B-4628 Watson Island Access Rd. Extension            | Dade   | Enrique Nunez         | 305-416-1419 | City of Miami                   |
| \$7,586,520   | 2002     | 02024   | Pump Sta., USACOE #DACW17-02-C-0018                   | Dade   | Ed Cuevas             | 305-254-0663 | Harry Pepper & Assoc.           |
| \$82,822      | 2002     | 01051   | FKAA #3047-95, Customer Service Center                | Monroe | Ronald Gregis         | 305-664-9992 | G & G Constructors              |
| \$188,740     | 2002     | 01076   | #E-6990, Turn Lanes at Various Locations              | Monroe | Charlie Phinizy       | 305-289-6107 | Florida Dept. of Transportation |
| \$392,558     | 2002     | 01079   | #21439, US-1 & SW 272 St. Intersection                | Dade   | Rudy Garcia           | 305-650-0009 | Florida Dept. of Transportation |
| \$26,959      | 2002     | 02041   | Library Beach Site Work, MM 82, Islamorada            | Monroe | Mike Tavano           | 305-664-2345 | Village of Islamorada           |
| \$1,322,990   | 2002     | 01046   | #693137Q-A, Bel-Aire Drainage Improvements            | Dade   | John Ritsema          | 305-375-2116 | Miami-Dade County Public Works  |
| \$173,598     | 2003     | 01062   | #E-6998, Sidewalk Construction @ Various Loc's        | Dade   | Jesus Valdarrama      | 305-470-5347 | Florida Dept. of Transportation |
| \$61,050      | 2003     | 02070   | Manatee Cove Water Distribution, Key Largo            | Monroe | Phil Braeuning        | 305-296-6619 | B.A.T. Construction             |
| \$7,160,230   | 2003     | 02077   | DERM #CF002220, Red Rd. Canal Ph. 1 Restoration       | Dade   | Dorian Valdes, P.E.   | 305-372-6970 | Miami-Dade Cnty DERM/DORM       |
| \$818,088     | 2003     | 02083   | DERM #CF002330, SW 144 Ave. Canal Restoration         | Dade   | Dorian Valdes, P.E.   | 305-372-6970 | Miami-Dade Cnty DERM/DORM       |
| \$1,762,570   | 2003     | 02085   | DERM #CF002410, Cutler Ridge Canal Restoration        | Dade   | Dorian Valdes, P.E.   | 305-372-6970 | Miami-Dade Cnty DERM/DORM       |
| \$4,316,909   | 2003     | 02086   | DERM #CF002450, S.W. 97 Ave Canal Restoration         | Dade   | Dorian Valdes, P.E.   | 305-372-6970 | Miami-Dade Cnty DERM/DORM       |
| \$462,737     | 2003     | 02097   | #01-1002 Plantation/Upper Matecumbe Stormwater        | Monroe | Mike Tavano           | 305-664-2345 | Village of Islamorada           |
| \$3,212,204   | 2003     | 02042   | RFB #C-13523, C-4 Ph 1 Detention Basin Earthwork      | Dade   | Raul Pellegrino, P.E. | 800-432-2045 | South Fla. Water Mgmt. District |
| \$1,876,482   | 2004     | 02007   | Site Work @ Coral Shores High School, Tavernier       | Monroe | Linda Smith           | 305-293-3008 | Heery Intl., 1625 Dennis St.    |
| \$623,500     | 2004     | 03059   | RFB #C-15934, C-4 Ph 2 Detention Basin Earthwork      | Dade   | Raul Pellegrino, P.E. | 800-432-2045 | South Fla. Water Mgmt. District |
| \$2,868,720   | 2004     | 03030   | T6016, FIN 406804-15201, NW 27 Ave, Opa-Locka         | Dade   | Gus Graupera, PE      | 305-499-2370 | Florida Dept. of Transportation |
| \$553,608     | 2004     | 03065   | #01-0603, Lower Matecumbe Key Stormwater              | Monroe | Mike Tavano           | 305-664-2345 | Village of Islamorada           |
| \$553,935     | 2004     | 03071   | 05.2 Terminals D&E, Underground Utilities, POM        | Dade   | Jorge Moros           | 786-777-0017 | The Haskell Co. / Port of Miami |
| \$109,600     | 2004     | 03073   | N.W. 27 Ave. Water Main Replacement                   | Dade   | Amir Shafi            | 305-953-2828 | City of Opa-Locka               |
| \$225,000     | 2004     | 03089   | Site Work @ Chamber Centre, Homestead                 | Dade   | Chamber Centre        | 305-248-6998 | The Chamber Centre              |
| \$13,600      | 2004     | 04029   | Conduit Installation @ Port of Miami                  | Dade   | Jorge Moros           | 786-777-0017 | The Haskell Co. / Port of Miami |
| \$54,500      | 2004     | 04079   | Conc. Drainage Structure Installation @ Port of Miami | Dade   | Jorge Moros           | 786-777-0017 | The Haskell Co. / Port of Miami |
| \$753,543     | 2004     | 03122   | DERM #CF002550, Lindgren Canal Restoration            | Dade   | Dorian Valdes, P.E.   | 305-372-6970 | Miami-Dade County DERM/DORM     |
| \$1,330,892   | 2005     | 04009   | DERM #CF002890, North Canal Restoration               | Dade   | Dorian Valdes, P.E.   | 305-372-6970 | Miami-Dade County DERM/DORM     |
| \$410,400     | 2005     | 04018   | 27-Eastern Spur FM/Pump Sta., Port of Miami           | Dade   | Jorge Moros           | 786-777-0017 | The Haskell Co. / Port of Miami |
| \$1,189,047   | 2005     | 04066   | #E-6C09, Miami Gardens Dr. & NW 87 Ave.               | Dade   | Amada Shotton         | 305-650-0004 | Florida Dept. of Transportation |



## Atlantic Civil, Inc.

### Contracts / Subcontracts Completed Within the Last Five Years

| Contract Amt. | Yr. Cmpl | ACI No. | Project                                      | Area    | Contact Name       | Phone No.    | Owner's Name                    |
|---------------|----------|---------|----------------------------------------------|---------|--------------------|--------------|---------------------------------|
| \$94,000      | 2005     | 03106   | 12.3 Control Room, Port of Miami - Site Work | Dade    | Rachel Kendrick    | 904-357-4912 | The Haskell Co. / Port of Miami |
| \$143,677     | 2005     | 05027   | Marathon High School - Site Work             | Monroe  | Clay Clayton       | 305-289-5787 | Heery / School Board of Monroe  |
| \$117,270     | 2005     | 05031   | Helen Wadley Public Library Parking Lot      | Monroe  | Zully Williams     | 305-664-2345 | Village of Islamorada           |
| \$3,265,670   | 2005     | 04011   | Flamingo Rd./Honey Hill Rd. to Fla. Turnpike | Broward | Hector Garcia      | 305-971-0102 | Vizcaya Comm. Dev. District     |
| \$685,447     | 2006     | 05021   | Plantation Key Distribution System Upgrade   | Monroe  | Joe Ivey           | 305-296-2454 | Florida Keys Aqueduct Authority |
| \$962,005     | 2006     | 05022   | #T6073, Okeechobee Rd. @ NW 95 St.           | Dade    | Hector A Rodriguez | 305-216-4960 | Florida Dept. of Transportation |

# State of Florida



Department of State

I certify from the records of this office that ATLANTIC CIVIL, INC. is a corporation organized under the laws of the State of Florida, filed on March 25, 1969 .

The document number of this corporation is 343553.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on July 14, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (2-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixteenth day of July, 2003

*Glenda E. Hood*

Glenda E. Hood  
Secretary of State